

LS 1/08/13 9:50:40
LS DK T BK 3,564 PG 726
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

[Space Above This Line For Recording Data]
Original Recording Date: April 07, 2009 Loan No: 502517549
Original Loan Amount: \$116,667.00 FHA Case Number: 281-3557852-703
MIN Number: 100052550251754973

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

This Document Prepared By:
FLAGSTAR BANK, FSB
5151 CORPORATE DRIVE
TROY, MI 48098
Phone: 800-393-4887

LOAN MODIFICATION AGREEMENT

Lender Address and Phone
FLAGSTAR BANK, FSB
5151 CORPORATE DRIVE
TROY, MI 48098
1-800-393-4887



MERS Address and Phone
Mortgage Electronic Registration Systems, Inc.
P.O. Box 2026
Flint, MI 48501-2026
(888) 679-MERS

Borrower 1 Address and Phone
DONALD R. PITTS
1876 WINNERS CIR S
SOUTHAVEN, MS 38671
662-501-6850

Borrower 2 Address and Phone
LATOSHA Y. PITTS
1876 WINNERS CIR S
SOUTHAVEN, MS 38671
662-501-6850

Legal Description: THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE DESOTO COUNTY, MISSISSIPPI: LOT 112, SECTION B, PARCEL 4 CENTRAL PARK NEIGHBORHOOD AS LOCATED IN SECTION 29, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MS AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 68, PAGES 19, IN THE OFFICE OF THE CHANCERY CLERK, DESOTO COUNTY MS. APN NO: 10792920000112.00.

~~When recorded mail to:~~ #:7615126
First American Title
Loss Mitigation Title Services 449.6
P.O. Box 27670
Santa Ana, CA 92799
RE: PITTS - PROPERTY REPORT

 PITTS
46300067 MS
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


(page 1 of 6)

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This Loan Modification Agreement ("Agreement"), made this **1st day of November, 2012**, between **DONALD R. PITTS AND WIFE, LATOSHA Y. PITTS** whose address is **1876 WINNERS CIR S, SOUTHAVEN, MS 38671** ("Borrower") and **FLAGSTAR BANK, FSB** which is organized and existing under the laws of **The United States of America**, and whose address is **5151 CORPORATE DRIVE, TROY, MI 48098** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of 1901 E. Voorhees Street, Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **April 01, 2009** and recorded in **Book/Liber 3015, Page 79**, Instrument No: **N/A**, of the **Official Records (Name of Records)** of **DESOTO County, MS (County and State, or other Jurisdiction)** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at
1876 WINNERS CIR S, SOUTHAVEN, MS 38671,
(Property Address)

the real property described being set forth as follows:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE DESOTO COUNTY, MISSISSIPPI: LOT 112, SECTION B, PARCEL 4 CENTRAL PARK NEIGHBORHOOD AS LOCATED IN SECTION 29, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MS AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 68, PAGES 19, IN THE OFFICE OF THE CHANCERY CLERK, DESOTO COUNTY MS. APN NO: 10792920000112.00.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **December 1, 2012**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$114,745.84**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$2,555.90** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.625%**, from **November 1, 2012**. Borrower promises to make monthly payments of principal and interest of U.S. **\$523.30**, beginning on the **1st day of December, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **November 1, 2042** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Donald R. Pitts

(Seal)

DONALD R. PITTS -Borrower

Latosha Y. Pitts

(Seal)

LATOSHA Y. PITTS -Borrower

[Space Below This Line For Acknowledgments]

State of Mississippi

County of Desoto

Personally appeared before me, the undersigned authority in and for the said county and state on this 24th day of November, 20 12, within my jurisdiction, the within named **DONALD R. PITTS AND WIFE, LATOSHA Y. PITTS**, who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Dorothy R Matthews
(signature of notary) Dorothy R Matthews, Notary Public

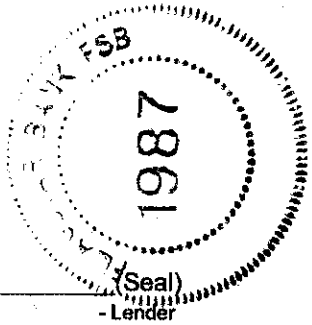
My commission expires : January 13, 2014



FLAGSTAR BANK, FSB

By: _____

[Signature]



Name: **LINDA K. BICKERS**
Title: **ASSISTANT VICE PRESIDENT**

11-28-12

Date of Lender's Signature _____

[Space Below This Line For Acknowledgments] _____

State of Michigan

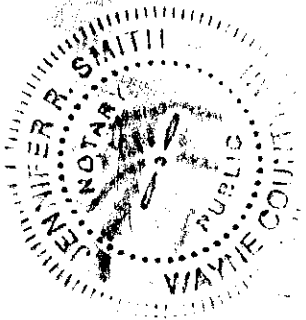
County of Oakland

Personally appeared before me, the undersigned authority in and for the said county and state on this 28 day of November, 2012, within my jurisdiction, the within named **LINDA K. BICKERS**, the **ASSISTANT VICE PRESIDENT** of **FLAGSTAR BANK**, who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

[Signature]
(signature of notary) Jennifer R. Smith

My commission expires : 8-17-19

JENNIFER R. SMITH
Notary Public, State of Michigan
County of Wayne
My Commission Expires Aug. 17, 2019
Acting in the County of Oakland



Heather Jelt 11/28/12

Mortgage Electronic Registration Systems, Inc - Nominee for Lender
HEATHER FELTNER
Title: VICE PRESIDENT

[Space Below This Line For Acknowledgments]

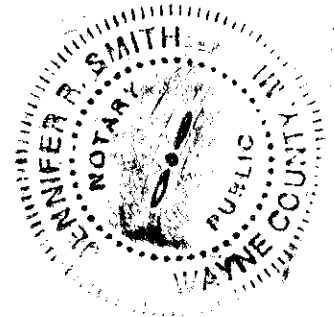
State of Michigan

County of Oakland

Personally appeared before me, the undersigned authority in and for the said county and state on this 28 day of November, 2012, within my jurisdiction, the within named **HEATHER FELTNER**, the **VICE PRESIDENT** of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC**, who acknowledged that (he)(she)(they) executed the above and foregoing instrument.


Jennifer R. Smith
(signature of notary) Jennifer R. Smith
My commission expires : 8-17-19

JENNIFER R. SMITH
Notary Public, State of Michigan
County of Wayne
My Commission Expires Aug. 17, 2019
Acting In the County of Oakland



CERTIFICATE OF PREPARATION

This is to certify that this instrument was prepared by Flagstar Bank, FSB,
one of the parties named in the instrument.


Name: Danielle White
Title: Closer